

AG Contract No. KR95 2864TRN
ADOT ECS File No. JPA 95-188
Project No.: ER-MRN-0(1)P
TRACS No.: SE094 02C
Project: Cortaro Farms Road @
Santa Cruz River

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT is entered into 10 January, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL
(the "Town").

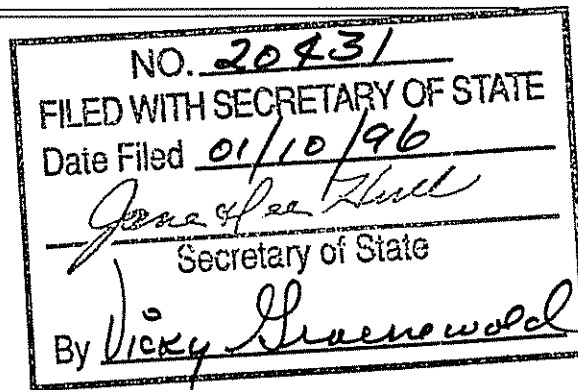
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the elimination
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town; the field survey of the project has been
completed; and the plans, estimates and specifications have been
prepared and, as required, submitted to the Federal Highway
Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The Town, in order to obtain federal funds for the construction of the project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA.

7. The work embraced in this agreement and the estimated costs are as follows: Flood Repair, Bank Protection.

Estimated Project Cost (incl. 15% CE costs)	\$ 438,326.00
Federal Aid Funds @ 94.3%	\$ 413,341.00
Town Funds @ 5.7%	\$ 26,985.00
Five Percent Surcharge	\$ 21,916.00
Total Town Funds	\$ 46,901.00*

* - This includes a five percent surcharge per Local Government Engineer Memo of 4 April 1994.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, as authorized agent for the Town with the aid and consent of the FHWA, will proceed to advertise for, receive and open bids, and subject to the concurrence of the Town and the FHWA, will enter into a contract with a firm to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the Town and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, upon the concurrence of the Town of the requirement for such increase, the Town shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the Town shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. The Town shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The Town shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The Town shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the Town.

6. Upon completion of construction, the Town shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The Town shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the Town shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

9. The Town, by separate intergovernmental agreement with the Pima County, a copy of which is attached hereto and made a part hereof, will provide personnel to supervise construction. The FHWA will participate in the cost of construction supervision provided by the Town at the pro rata established in the Project Agreement for up to 15 percent of the cost of construction. Construction supervision costs not participated in by FHWA shall be borne by the Town. All construction project change orders are to be copied to the State.

10. The Town will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the Town fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the Town shall hold the State harmless from any claims or costs incurred by the State as a result of the City's failure to comply.

11. State employees may perform any inspections of the project or audit any books or records of the Town in order for the State to satisfy itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and federal government.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and Town, each in the proportion prescribed or as fixed and determined by the State, the Town and the FHWA as stipulated in this agreement. Therefore, Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Town of Marana
Joint Project Administration	Town Manager
205 S. 17th Avenue - 616E	13251 N. Lon Adams Road
Phoenix, AZ 85007	Marana, AZ 85653

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF MARANA

STATE OF ARIZONA

Department of Transportation

By Ed Honea
ED HONEA
Mayor

By Peter L. Eno
PETER L. ENO
Contract Administrator

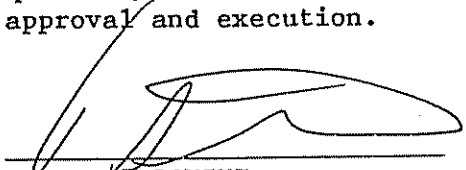
ATTEST:

By Sandy Groseclose
SANDY GROSECLOSE
Town Clerk

RESOLUTION

BE IT RESOLVED on this 11th day of October 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Marana for the purpose of defining responsibilities to design and construct river bank protection/flood repairs on Cortaro Farms Road at the Santa Cruz River.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

MINUTES OF REGULAR COUNCIL MEETING
MARANA TOWN COUNCIL
NOVEMBER 21, 1995

IX. GENERAL ORDER OF BUSINESS

A. CONSENT AGENDA

1. RESOLUTION NO. 95-65 - Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT). Regarding administration of federal funding for Santa Cruz River Emergency Repair Project at Cortaro Farms Road.

2. ORDINANCE NO. 95.29 - De-annexing property south of Orange Grove Road to take effect only under special circumstances.

3. RESOLUTION NO. 95-64 - Home Investment Partnership (HOME) Program Policies and Procedures.

A motion was made by Ora Harn, seconded by Sherry Millner and carried unanimously to approve the Consent Agenda as written.

B. PUBLIC HEARING ORDINANCE NO. 95.30 - PCZ 95-07, Cortaro Ranch Rezone (Shamrock Dairy); Consideration for rezoning of a 98.7 acre parcel from Zone C (Large Lot Zone, minimum lot size 25 acres) to R-8 (Residential, minimum lot area 8,000 sq. ft.) and VC (Village Commercial), in order to develop 299 single family detached residences and community level retail services.

Hurvie Davis: This is a Public Hearing to rezone 98.7 acres from Zone C to R-8 and VC zoning. They plan to develop single family dwellings as well as a commercial area. This matter has been before the Town for an extensive period of time and has also been to the Planning Commission.

Jerry Flannery: This item came before the Council some time ago. There were objections of 20% of the owners within 300 feet of the project at that time. The State law requires a majority vote of the Council for a project to be approved when there is 20% or more that object. At the Council where it was heard, the majority vote was not met and the project failed at that time. Several issues came up, archaeology and transportation were two of the significant issues. The project manager who worked for El Dorado, Tom Graham, met extensively with Staff and the State Museum to try and remedy the archaeology situation. They wanted to do that before it came back to the Commission or Council because they knew it was a significant issue. Several things occurred in that year. An excavation was done and the report came back that there were some significant findings on the property. Since then the project planner has changed consultants. They submitted the project in June and the issues were still existing. The project came to the Planning Commission in September and at that time the Tohono O'odam Nation came to the Planning Commission and said they felt very strongly that this Memorandum of Agreement had been figuratively signed off by the Chairman of their Cultural Committee several of the other tribes spoke out and said they did not feel that was the agreement that was agreed to. The Planning Commission at that time said they did not want to see the project back until the MOA was signed off. We had a meeting at the San Xavier offices and we met with the tribe, the developers, the State Museum and several archaeologists. Once that meeting occurred an MOA was worked out, they came back before the Planning Commission in October. On October 25, 1995 the MOA was presented to the Planning Commission and they then went out to several other issues of concern. The one major issue that came out of that meeting was the traffic analysis. Mr. Flannery has sat down with the Town Engineer to discuss the traffic issues. There have been several meetings with the developers, with ADOT and Pima County, we have tried to come up with a proper and fair solution to this situation. The item tonight is for a rezone, Staff is recommending a conditional approval with ten conditions.

Mayor Honea: He would like the applicant to make a brief presentation and then comments will be allowed from the audience.

Gordon Stone, Cella Barr Associates, 4911 E. Broadway Blvd. Tucson, AZ: This project has evolved over the last year and a half. This is a completely different plan from the previous plan. We started to get involved in this rezoning back in January. This concept is basically for a single family development which is 299 lots. The typical lot size is going to be about 7,000 square feet. There is going to be a two acre archaeological park, this will most likely be dedicated to the Archaeological Conservancy. On the other side is a .7 acre size park.

**MINUTES OF REGULAR COUNCIL MEETING
MARANA TOWN COUNCIL
NOVEMBER 21, 1995**



CERTIFIED

Original 11/21/95 Copy ✓
Adopted by Council _____
Ordinance # _____ Resolution # _____
Town Clerk [Signature] Date 12/20/95

PLACE AND DATE

Marana Town Hall November 21, 1995

I. CALL TO ORDER

By Mayor Honea at 7:07 p.m.

II. PLEDGE OF ALLEGIANCE

Led by Mayor Honea

III. INVOCATION

Led by Mayor Honea

IV. ROLL CALL

COUNCIL

Ed Honea	Mayor
Sharon Price	Vice-Mayor
Tom Clark	Council Member
Ora Mae Harn	Council Member
Sherry Millner	Council Member
Herb Kai	Council Member, excused
Bobby Sutton Jr.	Council Member

STAFF

Hurvie Davis	Town Manager
Dan Hochuli	Town Attorney
Sandra Groseclose	Town Clerk
Jerry Flannery	Planning Administrator
Roy Cuaron	Finance Director
Dave Atler	Town Engineer
Brad DeSpain	Utilities Director
Doug Maples	Building Official

30 Members of the Public

V. APPROVAL OF AGENDA

A motion was made by Ora Harn, seconded by Tom Clark and carried unanimously to approve the agenda as written.

VI. ACCEPTANCE OF MINUTES

A motion was made by Ora Harn, seconded by Bobby Sutton, Jr. and carried unanimously to approve the minutes of the Regular Council Meeting of November 7, 1995.

VII. CALL TO THE PUBLIC

Hurvie Davis: Mr. Davis introduced Doug Maples who will serve as the new Chief Building Official for the Town of Marana. He also made the announcement that as of this afternoon Judge Rodriguez of the Superior Court of Pima County signed an order dismissing the lawsuit of Tucson vs. Marana for the Ina/Thornsdale annexation.

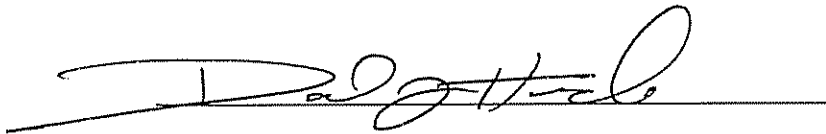
VIII. STAFF REPORTS

Reports on file at Marana Town Hall

APPROVAL OF THE MARANA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF MARANA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 19 day of DECEMBER, 1995.

A handwritten signature in cursive script, appearing to read "D. J. Hual", is written over a horizontal line.

Town Attorney

CONTRACT	
NO.	01-04-m-120954-1195
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence, and documents pertaining to this contract	

Intergovernmental Agreement

for

Joint Administration of Construction Projects

and

Personnel Balancing

This Intergovernmental Agreement is entered into this 7th day of November, 1995, pursuant to A.R.S. § 11-952, by and between the Town of Marana ("Town") and Pima County, a body politic and corporate of the State of Arizona ("County").

Recitals

- A. Town desires to have available qualified public works construction project personnel who are familiar with the "Standard Specifications for Public Improvements, 1994 edition, Pima County and City of Tucson" and the "Standard Details for Public Improvements, 1994 edition, Pima County and City of Tucson (hereinafter "Standard Specifications & Details") governing improvements to be made within the rights-of-way of the Town; and
- B. County desires to have available qualified public works construction project personnel who are familiar with the Standard Specifications & Details governing improvements to be made within the rights-of-way of the County; and
- C. It is the desire of Town and County that the parties shall bear their respective costs of construction project surveillance and contract administration duties while adhering to the Standard Specifications & Details; and
- D. Town and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq*; and
- E. The Mayor and Council of the Town did on the 7th day of November, 1995, authorize the Mayor to execute this agreement by Resolution No. 95-60; and
- F. The Board of Supervisors of the County did on the 7th day of November, 1995, authorize the Chairman of the Board to execute this agreement by Resolution No. 1995-273

NOW, THEREFORE, the Town and the County, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. *Definitions.*

- a. **Directors:** The Director of the Pima County Department of Transportation and Flood Control District for Pima County and the Town Engineer for the Town of Marana, or their designees.
- b. **Field Engineering Services:** The construction surveillance and contract administration, inspection, testing and construction staking for the construction project.
- c. **Field Agency:** The agency that performs the field engineering services.
- d. **Sponsoring Agency:** The agency that owns and finances the construction project.

2. *Purpose.* The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the parties and to provide for the reimbursement of costs for the services to be provided. The reimbursements of costs are subject to approval by the Directors.

3. *Manner of Financing and Budgeting.*

- a. Each party shall pay the costs of field engineering services for their own construction projects.
- b. The County shall reimburse the Town for the Town's costs of providing field engineering services for County projects, in the manner specified below, and in an amount not to exceed \$100,000.00.
- c. The Town shall reimburse the County for the County's costs of providing field engineering services for Town projects, in the manner specified below, and in an amount not to exceed \$100,000.00.
- d. Each party shall provide estimates to the other party of the costs of field engineering services for each project prior to issuing a Notice to Proceed. These estimates are for budgetary scheduling and are not a contractual guarantee, a cost ceiling, or an "upset limit."
- e. Each party shall establish a job cost account to identify all costs of field engineering services associated with each construction project.
- f. Each party shall provide a billing schedule and method agreeable to the other party, including billing rates. These rates shall be reviewed annually, and may be revised in writing by the Directors to reflect correct costs.

4. *Selection of Projects.* The Directors will review and mutually agree in writing to accept a project(s) under the provisions of this Intergovernmental Agreement.
 - a. Each party shall pursue each construction project to completion, with the following exceptions:
 - i. The termination of field engineering services by mutual consent of both parties within 24 to 48 hours; or
 - ii. The termination of field engineering services in 30 calendar days when the work load of the field agency increases to the level requiring additional personnel or outside contract help to complete; or
 - iii. The termination of field engineering services in 30 calendar days when in the best interest of either party.
5. *Execution of Projects.* The field agency performing the field engineering services shall have full power to perform all the duties required to complete its work. Decisions on major design questions, final approval of major material submittals, and the final approval of pay requests shall be referred to the appropriate counterpart within the sponsoring agency for final decision or action. Minor plan changes, field decisions by inspectors, technicians, and surveyors, approval of most shop drawings, and the preparation of preliminary pay requests shall be done by the field agency performing the field engineering services. In emergencies, either party has full authority to take whatever actions are necessary to protect the public.
6. *Coordination.*
 - a. The ultimate authority and responsibility for the project shall remain with the governing body of the sponsoring agency.
 - b. The design responsibility shall remain with the sponsoring agency.
 - c. The sponsoring agency shall bid, award, execute and make payments on its own projects.
 - d. The sponsoring agency shall pay all legal costs, unless the need for legal assistance is the sole responsibility of the field agency.
 - e. The sponsoring agency shall be responsible for approval of change orders, making progress payments and final acceptance of the projects.
 - f. The field personnel, from the manager to the project inspector, shall be paired up with their counterparts in the sponsoring agency for coordination purposes. Coordination shall include the meeting and an exchange between corresponding personnel at all levels for a particular construction project liaison.

- g. The field personnel shall perform their duties to the same standards as employees of the sponsoring agency and shall provide the same documentation, accountability and assurances to their counterparts as would be expected of employees of the sponsoring agency.
 - h. The field personnel duties shall include, but not be limited to, accounting, testing, certification, quantity measurements, and recommendations on both change orders and progress payments submitted to the sponsoring agency.
 - i. The field personnel shall be responsible for field decisions, acceptance, rejections, approvals, testing, surveying, layout and coordination responsibilities.
 - j. The field agency shall process and certify progress payments requests for the sponsoring agency.
 - k. Sponsoring agency survey personnel shall coordinate the transition from the design staking to the construction staking. Copies of all survey notes shall be shared both before and after the project is built.
 - l. The field inspector/engineer has authority for field decisions and approvals, but the ultimate authority and responsibility is vested with the sponsoring agency.
 - m. A list of overhead charges/rates for billing purposes shall be established, as provided for in Section 3.
 - n. Invoices/billings shall go to the inspector, who shall measure, match, account, count, and approve the quantities and amounts. The field agency shall prepare the progress billing documents (in the form used by the sponsoring agency). The field manager shall approve, sign, and forward billing documents to the sponsoring manager for approval and payment.
 - o. All drawings, records, documentation and correspondence will become the property of the sponsoring agency at the completion of the project except for copies maintained by the field agency for their records.
 - p. The sponsoring agency employees may perform any inspection of the project or reasonable audit of any books or records of the field agency in order for the sponsoring agency to satisfy itself that the monies on the project have been spent and the project completed in accordance with the plans, specifications, statutes, rules, and regulations of the sponsoring agency.
 - q. The field engineering services may be terminated as provided by Section 4, but the sponsoring agency shall still be responsible for the costs.
7. *Supplemental Agreements.* No supplemental agreements to any construction contract shall be approved without the prior written approval of the respective sponsoring agency, unless the changes are deemed to be of an emergency nature in which event the field agency may

act in the sponsoring agency's behalf, providing notification of the sponsoring agency occurs within 24 hours, by whatever means available.

8. *Other Uses for this Intergovernmental Agreement.* The parties may include exchanging services, under the same reimbursement provisions in conjunction with "Certification Acceptance," as defined by A.D.O.T./F.H.W.A., and similar duties on the mutual agreement of both parties and the express approval of both the Town Engineer and the County Engineer.

9. *Notification.* All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Marana
Town Engineer
13251 N. Lon Adams Road
Marana, Arizona 85653
(520) 682-3401

Pima County
Director, Dept. of Transportation & Flood
Control District
201 N. Stone, 3rd Floor
Tucson, Arizona 85701
(520) 740-6437

10. *Effective Date and Duration of Intergovernmental Agreement*

- a. This Intergovernmental Agreement shall be effective upon recording the original executed agreement with the office of the Pima County Recorder.
- b. This Intergovernmental Agreement shall remain in effect until:
 - i. Terminated by either party, including final accounting, payments, and acceptances,
 - ii. Five years after the fully executed contract is recorded,
 - iii. December 31, 2000, or
 - iv. Renewed by both parties prior to its expiration.

11. *Termination.* Any portion of this Intergovernmental Agreement may be terminated upon receipt of sixty (60) day written notice from either of the parties hereto. Such termination shall not relieve either party from those liabilities or costs already incurred under this Intergovernmental Agreement.

12. *A.R.S. § 38-511.* This Intergovernmental Agreement is subject to the provisions of A.R.S. § 38-511.

13. *Non-Appropriation.* Notwithstanding any other provision in this Intergovernmental Agreement, this Intergovernmental Agreement may be terminated if for any reason the Marana Town Council or the Pima County Board of Supervisors or Directors do not appropriate sufficient monies for the purpose of maintaining this Intergovernmental

Agreement. In the event of such cancellation, Town and County shall have no further obligation to the other party other than for payment for services rendered prior to cancellation.


14. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.
15. *Legal Jurisdiction.*
 - a. Nothing in this Intergovernmental Agreement shall be construed as either limiting or extending the legal jurisdiction of either the Town or the County. Employees of each party will be required to work in the jurisdiction of the other party, but as such, shall act as the agent for the sponsoring agency.
 - b. It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or creating any employer-employee relationship between the Town of Marana and any County employees, or between the County and any Town of Marana employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. *Limitation of Liability.* The sponsoring agency shall assume all responsibility and any liability for damages arising out of the sponsoring agency's project, except that the sponsoring agency shall not waive the right to proceed against the field agency in the event of the field agency's sole neglect. Prior to starting work, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
17. *Severability.* In the event that any provision of this Intergovernmental Agreement or the application thereof is held invalid, such invalidation shall have no effect on other provisions and other than their application which can be given effect without the invalid provision or application and to this end the provisions of this Intergovernmental Agreement are severable.
18. *Remedies.* Any dispute arising under this Intergovernmental Agreement shall be resolved by arbitration in accordance with A.R.S. § 12-1501 *et seq.*

In witness whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board and the Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

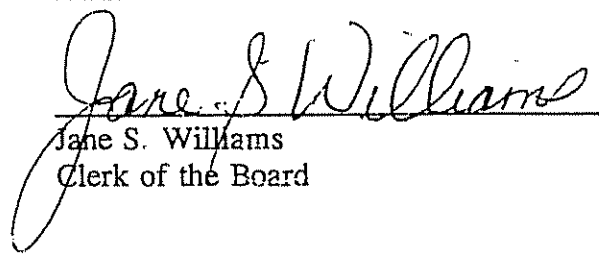
ATTEST:


Sandy Groseclose
Town Clerk

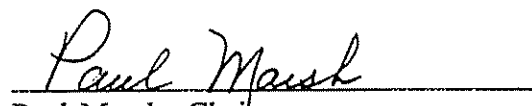
TOWN OF MARANA


Mayor Ed Honea
Town of Marana

ATTEST:


Jane S. Williams
Clerk of the Board

PIMA COUNTY


Paul Marsh, Chairman
Board of Supervisors

NOV - 7 1995

RESOLUTION NO. 95-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY WITH PROVISIONS FOR INSPECTION, TESTING, SURVEYING, CONTRACT ADMINISTRATION, AND QUALITY ASSURANCE SUPPORT SERVICES FOR CONSTRUCTION PROJECTS ON AN AS-NEEDED AND AS-AVAILABLE BASIS AS DETERMINED BY THE TOWN OF MARANA AND PIMA COUNTY.

WHEREAS, certain construction projects occur within the boundaries of the Town of Marana, which can effectively be conducted with cooperation of the resources of Pima County; and

WHEREAS, it has been deemed to be in the public interest to establish an intergovernmental agreement between the Town of Marana and Pima County to provide inspection, testing, surveying, contract administration, and quality assurance support services for construction projects, to be provided on an as needed and as available basis by either party; and

WHEREAS, both Pima County and the Town of Marana must inspect, test, survey, and provide contract administration services for public works and transportation construction projects.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that it enter into the intergovernmental agreement attached hereto as Exhibit A between the Town of Marana and Pima County, providing for the inspection, testing, surveying, contract administration, and quality assurance support services for construction projects.

BE IT FURTHER RESOLVED, that the Town Council hereby approves the form of the intergovernmental agreement and the Mayor is hereby authorized and directed to execute said agreement.

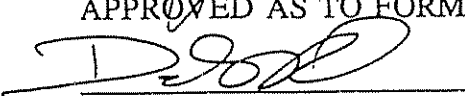
PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of November, 1995.


ED HONEA, Mayor

ATTEST:


Sandy Groseclose
Town Clerk

APPROVED AS TO FORM:


Daniel J. Hochuli
Town Attorney

RESOLUTION AND ORDER NO. 1995 273

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE JOINT ADMINISTRATION OF INSPECTION, TESTING, SURVEYING, CONTRACT ADMINISTRATION, AND QUALITY ASSURANCE SUPPORT SERVICES FOR CONSTRUCTION PROJECTS.

Whereas, it is deemed to be in the public interest to establish an intergovernmental agreement, pursuant to A.R.S. § 11-951 et. sec., with the Town of Marana for Pima County to provide inspection, testing, surveying, contract administration, and quality assurance support services for construction projects, and

Whereas, Pima County has the resources available to provide support services to inspect, test, survey and provide contract administration services for Public Works construction projects, based on the Pima County/City of Tucson Standard Specifications, and Federal guidelines and specifications for construction projects, and

Whereas, Town of Marana has determined that support services are needed by the Town of Marana in order to qualify for Federal aid funding for Public Works construction, and that Pima County can provide support services that will satisfy those conditions needed to obtain Federal funding for Public Works construction

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, PIMA COUNTY ARIZONA, THAT:

Pima county enter into an agreement with the Town of Marana to provide inspection, testing, surveying, contract administration, and quality assurance support services for Public Works construction projects.

The Chairman of the Board is hereby authorized and directed to sign the said agreement for the Pima County Board of Supervisors.

PASSED, ADOPTED, AND APPROVED THIS 7th DAY OF November, 1995.

PIMA COUNTY BOARD OF SUPERVISORS

Paul G. Marsh
CHAIRMAN NOV - 17 1995

ATTEST:

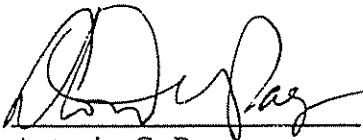
Jane S. Williams
CLERK OF THE BOARD

APPROVED AS TO FORM:

Chin T. Lin 11-1-95
DEPUTY COUNTY ATTORNEY

APPROVAL

The foregoing Intergovernmental Agreement for Joint Project Administration Services by and between The Town of Marana, and Pima County, has been reviewed, and is hereby approved as to content.



Antonio C. Paez

Director

Pima County Department of Transportation
and Flood Control District

11-1-95
Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between the Town of Marana and Pima County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

TOWN OF MARANA:



Town Attorney

PIMA COUNTY:

 11-1-95

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2364-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of January, 1996.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/113